

INVITATION FOR BIDS (IFB) NO. 97-105
TO
FURNISH AND DELIVER
SPARC EQUIPMENT, RELATED HARDWARE, AND MAINTENANCE
FOR
INFORMATION TECHNOLOGY SERVICES
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

MAY, 1997

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

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IT IS THE RESPONSIBILITY OF ALL BIDDERS TO CHECK THE TABLE OF CONTENTS TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR BID PACKAGE.

BIDDER'S REMINDER:

Tax Clearance Certificate or OPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, (see Special Provisions).

NOTICE TO BIDDERS

BID FORMS for IFB No. 97-105, Sparc Equipment, Related Hardware, and Maintenance, will be available from and received in the OFFICE OF PROCUREMENT, PROPERTY AND RISK MANAGEMENT, UNIVERSITY OF HAWAII, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAII 96822, (an unofficial copy of the IFB is available on the Internet at <http://www.state.hi.us/bids/notice01.htm>) and must be submitted no later than 2:30 p.m., June 6, 1997, and at that time will be publicly opened.

Bids received after the time and date fixed for opening will not be considered.

Vendors located outside the Island of Oahu, Hawaii, USA, may request an official copy of the IFB by providing the vendor's name, address, contact person, telephone number, facsimile number, and an account number, billable to the receiver, for express shipment. Requests may be submitted via facsimile, (808) 956-2093. Direct all questions to Karlee Hisashima, (808) 956-8674.

Kenneth P. Mortimer
President, University of
Hawaii and Chancellor,
University of Hawaii at Manoa

Advertised: Honolulu Advertiser
Issue of: May 27, 1997

NOTICE TO BIDDERS

OPPRM FORM 115

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

(See Official Document)

BID FORM

TO

FURNISH AND DELIVER

SPARC EQUIPMENT, RELATED HARDWARE, AND MAINTENANCE

Office of Procurement, Property
and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

To Whom It May Concern:

The undersigned has carefully examined the INVITATION FOR BIDS (IFB) NO. 97-105, TO FURNISH AND DELIVER SPARC EQUIPMENT, RELATED HARDWARE AND MAINTENANCE FOR INFORMATION TECHNOLOGY SERVICES, UNIVERSITY OF HAWAII, HONOLULU, HAWAII, and offers to furnish and deliver the equipment to Information Technology Services, System Services, University of Hawaii at Manoa, 2565 The Mall, Keller Hall 103A, Honolulu, Hawaii 96822, and to furnish the maintenance services, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB). Delivery of the equipment shall be completed within FORTY-FIVE (45) consecutive calendar days from the date designated in the Notice to Proceed. The equipment and prices offered are as follows:

BASIC BID

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Amount</u>
1.	Upgrade from Sun SPARCstation 10 to 200 MHz UltraSPARC System with TWO (2) 2.1 GByte Disk and 128 MBytes Memory, as per Technical Specifications.	9	\$_____	\$_____
Manufacturer and Model No. Offered				

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Amount</u>
2.	Upgrade from any Sun SPARC System to 200 MHz UltraSPARC System with 20" Color Monitor, TWO (2) 2.1 GByte Disk, and 128 MBytes memory, as per Technical Specifications.	1		\$_____
	Manufacturer and Model No. Offered			
3.	170 MHz microSPARC-II System with 20" Color Monitor, TurboGX Graphics Card, 2.1 GByte Disk, and 32 MBytes Memory System, as per Technical Specifications.	2	\$_____	\$_____
	Manufacturer and Model No. Offered			
4.	170 MHz microSPARC-II System with 17" Color Monitor, 2.1 Gbyte Disk, and 32 MBytes Memory, as per Technical Specifications.	7	\$_____	\$_____
	Manufacturer and Model No. Offered			
5.	63 GByte Storage System, as per Technical Specifications.	4	\$_____	\$_____
	Manufacturer and Model No. Offered			
6.	Fast Ethernet/wide-SCSI SBus Cards, as per Technical Specifications.	16	\$_____	\$_____
	Manufacturer and Model No. Offered			

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Amount</u>
7.	Solaris 2.5.1 Media for SPARC Servers, as per Technical Specifications.	1		\$_____
	Manufacturer and Model No. Offered _____			
8.	Uniprocessor Desktop Server Licenses, as per Technical Specifications.	19	\$_____	\$_____
	Manufacturer and Model No. Offered _____			
9.	Hardware Maintenance Support for the above Equipment for ONE (1) year, as per Technical Specifications.	1		\$_____
TOTAL AGGREGATE BID				\$_____

All bid prices shall be f.o.b. destination, including all applicable taxes.

Bidders shall bid on all items in order for their bids to be considered for award.

TAX LIABILITY

Both out-of-state and Hawaii bidders are advised that the amount bid on this solicitation is subject to the general excise tax (currently 4%) imposed by Chapter 237, Hawaii Revised Statutes (HRS) and, if tangible property is being imported into the State of Hawaii for resale, the use tax (currently 1/2%) imposed by Chapter 238, HRS. (Refer to Tax Clearance in the Special Provisions and Taxes in the General Provisions.) Bidders are therefore cautioned to consider such taxes in formulating their bids since no adjustments to the prices bid shall be allowed.

BASIS FOR AWARD

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the **TOTAL AGGREGATE BID**.

NOTE TO BIDDERS

An acceptable bid must conform in all material respects to this Invitation for Bids. Any of the following may be grounds for disqualification:

1. Taking exception to any of the specifications, terms or conditions contained in the IFB.
2. Placing conditions on the furnishing of solicited goods or services.
3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.
4. Referencing external documents containing additional specifications, terms or conditions.

Bidders are advised that bids are evaluated as submitted and requests by bidders to delete conditions contained in their bids after bid opening cannot be considered.

REMITTANCE ADDRESS

In the event that the undersigned is awarded this contract and its remittance address differs from the address shown on the next page, please indicate remittance address below:

Street Address or P. O. Box

City State Zip Code

CERTIFICATION OF COMPLIANCE

The Certification of Compliance with the requirements of Section 103-55, Hawaii Revised Statutes, as specified in SPECIAL PROVISION 8, ELIGIBILITY TO BID, is enclosed.

WAGE CERTIFICATE
(See Official Document)

SIGNATURE PAGE
(See Official Document)

CERTIFICATION FOR TAX CLEARANCE

(See Official Document)

TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications required for the SPARC Equipment, Related Hardware, and Maintenance. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

DEFINITIONS:

170 MHz microSPARC-II system - One SPARC Version 8-compliant 170 MHz microSPARC-II processor with 8-KByte data and 16-KByte instruction cache, 8 SIMM memory slots available (256 MByte maximum capability), built-in 10-BaseT twisted pair ethernet network interface, built-in 10-MB/sec SCSI-2 interface, two built-in RS-232C/RS423 serial ports, built-in Centronics-compatible parallel port, built-in 16-bit audio (line in/out, microphone, headphone ports), built-in speaker, and three 32-bit wide SBus expansion slots. Runs Solaris 2.5.1.

200 MHz UltraSPARC system - One SPARC Version 9-compliant 200 MHz 64-bit UltraSPARC-I processor with 1-MByte UltraCache, 16 SIMM memory slots available (2GByte maximum capability), built-in 10/100-BaseT twisted pair ethernet/fast ethernet network interface (auto-sensing), built-in 20-MB/sec fast/wide SCSI interface, two built-in RS-232C/RS423 serial ports (DB25), built-in Centronics-compatible parallel port (DB25), built-in 16-bit audio (line-in, line-out, microphone-in, headphone-out ports), built-in speaker, four 64-bit wide SBus expansion slots, and UPA interconnect technology incorporated between processor, memory, I/O, and graphics subsystems. Runs Solaris 2.5.1.

ITEM 1: Upgrade from Sun SPARCstation 10 to 200 MHz UltraSPARC system with TWO (2) 2.1 GByte disk and 128 MBytes memory, each with the following specifications:

Sun SPARCstation 10 chassis (which includes a CPU board, the primary memory, a frame buffer card, and an internal disk) will be traded in for a 200 MHz UltraSPARC with two 7200 RPM, 2.1 GByte fast/wide SCSI-2 disks, 128 (4 x 32) MBytes of memory, and Creator Graphics card.

ITEM 2: Upgrade from any Sun SPARC system to 200 MHz UltraSPARC system with 20" color monitor, TWO (2) 2.1 GByte disk, and 128 MBytes memory, each with the following specifications:

Any Sun SPARC system chassis (which includes a CPU board, the primary memory, a frame buffer card, and an internal disk) and a monitor will be traded in for a 200 MHz UltraSPARC system with two 7200 RPM, 2.1 GByte fast/wide SCSI-2 disks, 128 (4 x 32) MBytes of memory, Creator Graphics card, and a 20" color monitor.

ITEM 3: 170 MHz microSPARC-II system with 20" color monitor, TurboGX graphics card, 2.1 GByte disk, and 32 MBytes memory, each with the following specifications:

170 MHz microSPARC-II system with 20" color monitor, TurboGX graphics card, 5400 RPM, 2.1 GByte fast SCSI-2 disk, and 32 MBytes memory.

ITEM 4: 170 MHz microSPARC-II system with 17" color monitor, 2.1 GByte disk, and 32 MBytes memory, each with the following specifications:

170 MHz microSPARC-II system with 17" color monitor, 5400 RPM, 2.1 GByte fast SCSI-2 disk, and 32 MBytes memory.

ITEM 5: 63 GByte storage systems, each with the following specifications:

A unit containing THIRTY (30) 7200 RPM, 2.1 GByte fast/wide SCSI-2 disks, having performance ratings of at least 2400 uncached, 2KByte I/O ops/sec and sustained transfer rate of 19 MBytes/sec. Simultaneous support for RAID levels 0, 1, 5, and 0+1. Capable of defining "hot spare" disks for automatic replacement of failed disks. Dual ported Fibre Channel interfaces to allow for at least two hosts (up to 2 kilometers apart) to be connected to the unit. A single-slot SBus card that will link the storage system to a 200 MHz UltraSPARC system (as defined above).

ITEM 6: Fast ethernet/wide-SCSI SBus card, each with the following specifications:

A single-wide SBus card that supports 20 MB/sec fast/wide SCSI-2 capability through a 68 pin connector and 10-Mbps (10Base-T) or 100-Mbps (100Base-TX) ethernet via a common RJ45 connector. It conforms to ANSI X3T9.2 SCSI-2, 10Base-T IEEE 802.3, and 100Base-TX IEEE 802.3u standards. It runs on Sun Ultra systems, SPARCstation 4, SPARCstation 10, and SPARCcenter 2000 platforms.

ITEM 7: Solaris 2.5.1 media for SPARC servers, each with the following specifications:

Includes SunOS, ONC+, NFS, OpenWindows, Common Desktop Environment (CDE), ToolTalk, Wabi, Solstice Adminsuite, Solstice Backup for Solaris (single server), Solstice DiskSuite, IPX/SPX, and End-User and System Administrator on-line and installation documentation all on CD-ROM.

ITEM 8: Uniprocessor desktop server licenses, each with the following specifications:

This license permits the system to use the server software (Item 7 above).

ITEM 9: Hardware maintenance support for the above equipment for ONE (1) year, with the following specifications:

- a. The Contractor shall provide on-site type of maintenance service for the above equipment for ONE (1) year. The principal period of maintenance (PPM) is Monday - Friday (excluding federal holidays), 8:00 a.m. through 5:00 p.m. HST. The maintenance service shall provide the following:
 - 1) A toll-free number to call to troubleshoot problems.
 - 2) Immediate contact by phone with field personnel for troubleshooting purposes, and arrival on site by service personnel within FOUR (4) hours for troubleshooting, consultation, and repair work.
 - 3) Replacement parts for malfunctioning hardware within the FOUR (4)-hour response period.
 - 4) Access to Solaris enhancement releases.
 - 5) Access to Solaris patches.
 - 6) SunSolve CD-ROM support tools.
- b. The maintenance service will have the following requirements:
 - 1) The Contractor shall furnish all labor, tools, equipment, parts, maintenance materials, documentation, diagnostic and test equipment, transportation, and supervision required for maintenance and repair of the systems and equipment, at no additional cost.
 - 2) The Contractor shall make a continuous effort to restore malfunctioning equipment to operational conditions during the response period. If necessary, such effort shall extend beyond the PPM at no additional cost.
 - 3) To ensure that the Contractor will be able to meet the time requirements of the FOUR (4)-hour response period, the contractor is required to have a local facility that has an inventory of the

parts that are purchased above. The Contractor shall maintain this facility for the length of this contract. The Contractor shall allow the University to inspect the facility once a month upon two days of notification.

- 4) Replacement items shall be brought to the sites in their original, unopened box(es).
- 5) The Contractor shall have a minimum of TWO personnel available locally to perform maintenance. They each should have at least TWO (2) years training in a technical school, THREE (3) years general field experience in SPARC equipment, and have taken THREE (3) or more courses on maintaining SPARC equipment. The Contractor shall provide resumes for the personnel that indicate these qualifications.

All questions pertaining to the Technical Specifications shall be directed to Mr. Steven Sakata, Computer Specialist, telephone (808) 956-2407.

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made in writing in accordance with the General Provisions to the Office of Procurement, Property and Risk Management prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published.

SPECIAL PROVISIONS

1. SCOPE

The Furnishing and Delivery of Sparc Equipment, Related Hardware, and Maintenance shall be in accordance with the terms and conditions of IFB No. 97-105 and the General Provisions dated February 23, 1996 included by reference. Copies of the General Provisions are available at the Office of Procurement, Property and Risk Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: <http://www.state.hi.us/bids/notice03.htm>

2. TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representative of the Procurement Officer is Mr. Steven Sakata, Computer Specialist, telephone (808) 956-2407.

3. SUBMITTAL OF TECHNICAL DATA

With their bids, bidders shall submit, in duplicate, manufacturer's literature or brochures with technical data and illustrations of the equipment being offered. **Technical data must demonstrate that the equipment being offered meets or exceeds the minimum requirements of the Technical Specifications.** All bids will be evaluated by the information submitted at the time of bid opening; therefore, any changes/additions to the technical data should be noted. Bidders offering item(s) as specified are not required to submit literature, brochures, etc.

4. DELIVERY

Prior to delivery, the Contractor shall contact the Technical Representative to coordinate delivery of the equipment.

5. MANUALS AND INSTRUCTIONS

The Contractor shall provide the University with a minimum of ONE (1) complete set of operator, user and technical specifications manuals and instructions for each equipment item furnished under this contract, either on hard-copy or CD-ROM.

6. WARRANTY

The equipment furnished shall be new and as specified. The Contractor shall warrant that all workmanship and materials of equipment furnished under this contract shall be guaranteed for a period of ONE (1) year from the date of acceptance. The Contractor shall replace and/or repair any defective workmanship and/or materials at no cost to the University during the period of warranty, provided such defects are not due to abuse or negligence on the part of the University.

7. PAYMENT

The Contractor shall be remunerated, upon submission of a properly executed original invoice and ONE (1) copy, indicating the contract number, to Information Technology Services, Administrative Services, 2425 Campus Road, Sinclair Library 10, Honolulu, Hawaii, Hawaii 96822, following submission of invoice or the acceptance of each item.

For the maintenance service, the Contractor shall be remunerated annually in advance, upon submission of a properly executed invoice and ONE (1) copy, indicating the contract number. The invoice for the maintenance fee shall be sent to the address indicated above.

8. ELIGIBILITY TO BID

APPLICABLE TO ITEM NO. 9, HARDWARE MAINTENANCE SUPPORT, ONLY

Each prospective bidder, as a prerequisite to bid on any contract to supply services in excess of \$5,000 shall, at the time of bid submission, assure the University by certification in writing, of compliance with the requirements of Section 103-55, Hawaii Revised Statutes, that:

- a. The services to be rendered shall be performed by employees paid at not less than the wages or salaries paid to public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.
- b. All applicable Federal and State laws relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

9. TERM OF CONTRACT

APPLICABLE TO ITEM NO. 9, HARDWARE MAINTENANCE SUPPORT, ONLY

The Contractor shall enter into a contract with the University for an initial period of ONE (1) year commencing on the date designated in the Notice to Proceed, and the unit price(s) bid shall remain firm for the initial term of the contract. Thereafter, the contract shall be renewable from year to year, for a total of THREE (3) years, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days prior to the annual renewal date. The contract price for each renewal period shall remain the same or lower than the initial bid price or may be adjusted in accordance with SPECIAL PROVISION 9, PRICE CHANGES, of the contract, upon written request of the Contractor. Further, the University may terminate the contract at any time, after the first year, upon NINETY (90) days' prior written notice.

10. INSURANCE
APPLICABLE TO ITEM NO. 9, HARDWARE MAINTENANCE SUPPORT, ONLY

Contractor shall maintain insurance acceptable to the University in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by Contractor shall provide Combined Single Limit Coverage (bodily injury and property damage) in the amount of \$1,000,000 per occurrence.

Insurance shall be in force the first day of the term of this contract.

Each insurance policy required by this contract shall not be cancelled, limited in scope of coverage or non-renewed until after THIRTY (30) days' written notice has been given to the University of Hawaii, Procurement Officer, Office of Procurement, Property and Risk Management.

Contractor agrees to deposit with University, on or before the effective date of this contract, certificates of insurance necessary to satisfy the University that the insurance requirements of this contract have been complied with and to keep such insurance in effect and the certificates therefor on deposit with the University during the entire term of this contract.

The University shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the University, the insurance provisions in this contract do not provide adequate protection for the University, the University may require Contractor to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The University's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

The University shall notify Contractor in writing of changes in the insurance requirements; and if Contractor does not deposit copies of acceptable insurance policies with the University incorporating such changes within SIXTY (60) days of receipt of such notice, this contract shall be in default without further notice to Contractor and the University shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from its acts or omissions with respect to this contract.

11. PRICE CHANGES

APPLICABLE TO ITEM NO. 9, HARDWARE MAINTENANCE SUPPORT, ONLY

The Contractor shall be allowed to request adjustments to the contract price for each contract renewal period as follows:

- a. The Contractor shall be allowed to request adjustments to the contract price for each contract renewal period, NINETY (90) days prior to contract renewal date, provided that the contract price for each renewal period shall not increase more than 5% (or) more than the Consumer Price Index for Pacific Cities and U. S. City Average based on All Urban Consumers, U. S. City Average, in effect ONE HUNDRED TWENTY (120) days prior to the renewal date, whichever is less, and provided, further, that the request is made in writing to the University.
- b. Subsequent price increases for maintenance service will not be allowed if a price increase has already been approved for that renewal period.
- c. In the event that the manufacturer of any equipment used in the maintenance service reduces the purchase list price of any item during the term of the contract, the Contractor agrees to reduce the price of maintenance services based on all affected items in proportion to the manufacture's price reduction. The Contractor shall notify the Office of Procurement, Property and Risk Management in writing of any manufacturer's list price reductions and effective date within TEN (10) days after the Contractor received notification of such reduction from the manufacturer. Price reductions may be made at any time during the contract period.
- d. All price adjustments shall be subject to the approval of the Procurement Officer, Office of Procurement, Property and Risk Management.

12. COMPLIANCE WITH FEDERAL COMMUNICATIONS COMMISSION RULES

Computer equipment furnished herein must comply with the requirements (technical standard, labelling, emission limitations, etc.) in the Federal Communications Commission Rules.

13. SOFTWARE WARRANTY

In the event the software is not compatible with Licensees' computing equipment or does not perform as warranted, Licensee reserves the right to return the software and request a refund therefor.

14. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor shall provide said services as an independent contractor and shall not be under the direction or control of the University. The University shall not be responsible for any claims and demands of any kind or nature that may be brought against it on any matter or thing arising out of or in connection with the services provided by the Contractor and not occasioned through the fault or negligence of the University.

15. RIGHTS AND REMEDIES OF THE UNIVERSITY FOR DEFAULT

In the event any service furnished by the Contractor in the performance of the contract should fail to conform to the specifications, the University may reject the same, and it shall thereupon become the duty of the Contractor to correct same to conform to specifications, without expense to the University provided that should the Contractor fail, neglect, or refuse to do so, the University shall thereupon have the right to purchase in the open market, for the performance of such service and to deduct from any monies due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the University. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the University.

16. TAX CLEARANCE FOR CONTRACTS

In accordance with Section 103-53, HRS, bidders shall submit with their bid packages, original tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service. In the event bidders are unable to obtain a tax clearance by mail in time to include it with their bid packages, bidders may submit a completed OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, in place of the DOTAX Form A-6, with their bid packages. However, an original tax clearance must be provided before contract award. Tax clearances obtained shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the bidder, have been paid. This shall apply to all contracts, whether with Hawaii bidders, out-of-state bidders, or nonprofit organizations.

This shall not apply to bidders if the State of Hawaii Department of Taxation certifies that the bidder is in good standing under a plan in which delinquent taxes are being paid to the State of Hawaii Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Offers that are not accompanied by original tax clearances or OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, may be considered as non-responsive and may be rejected.

Any questions pertaining to tax clearances may be addressed to the following:

- a. Internal Revenue Service, Compliance Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160
- b. Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229

17. TAX CLEARANCE FOR FINAL PAYMENT

General Provision 7.2 entitled Tax Clearance, is hereby deleted and shall be replaced by the following:

TAX CLEARANCE FOR FINAL PAYMENT

In accordance with Section 103-53, HRS, final payment for the settlement of the contract will not be made by the University until the Contractor has submitted to the University original tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service. Tax clearance shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the Contractor have been paid.

Notwithstanding Sections 40-57 and 40-58, HRS, if a Contractor fails to provide the original tax clearances within SIX (6) months of the notice of final settlement or completion date of the contract, the University shall assign the final settlement payment in an amount not to exceed the tax liability to the State of Hawaii Department of Taxation or Internal Revenue Service, provided that the State of Hawaii Department of Taxation may first offset its tax debt against the sum owed to the Contractor. This shall apply to all contracts whether with Hawaii vendors, out-of-state vendors, or nonprofit organizations.

The foregoing shall not apply to the Contractor if the State of Hawaii Department of Taxation certifies that the Contractor is in good standing under a plan in which delinquent taxes are being paid to the State of Hawaii Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Any questions pertaining to tax clearances may be addressed to the following:

- a. Internal Revenue Service, Compliance
Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160
- b. Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229

18. PARKING

Effective July 1, 1996, all Contractor's vehicles (including vehicles with logos), except oversized construction vehicles and equipment, needing access onto the Manoa campus will be required to have parking passes. The rates for the parking passes are as follows:

<u>Period</u>	<u>Rates</u>
Annually	\$365.00
Semi-Annual	182.50
Monthly	30.50
Daily	3.00 per entry
Entry Only Pass	5.00
(Allows access through entry kiosks and parking within the construction site.)	

The location, projected length of time of the contract and conditions surrounding the construction/contract site will determine the type of passes needed and the parking costs to be incurred by the Contractor. If any marked parking stalls are to be lost due to construction (for storage of Contractor's equipment and/or materials or Contractor's employees parking), a fee of \$3.00 per stall per day will be charged to the Contractor. All parking passes must be obtained by a written request from the

Contractor (for construction projects, general contractor shall request via the Facilities Planning and Management Office) to the Parking Office. Contractors will be financially responsible for any citations received for violations of the University's Parking Rules and Regulations. A copy of the Parking Rules and Regulations is available at the Parking Office. If Contractor allows its employees to park at the construction site but not in marked parking stalls, the Contractor is required to purchase Entry Only Passes for these employees.